

CONTRACT PERIOD THROUGH CURRENT MODEL YEAR.

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LOADER, WHEEL, 4X4, 170 H.P., 4.0 CUBIC YARD AND TRADE-IN OR OUTRIGHT
SALE OF CASE 721 LOADER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **September 22, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/af
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Steve Ellis, Materials Management, MMC
Monica Mendoza, Materials Management

(Please remove Serial 98072-E from your contract notebooks)

SPECIFICATIONS ON CALL FOR BIDS FOR: LOADER, WHEEL, 4X4, 170 H.P, 4.0 CUBIC YARD AND TRADE-IN OR OUTRIGHT SALE OF CASE 721 LOADER

Quantity of material and delivery point: One (1) (or more) **WHEEL LOADER**, to be delivered to the Equipment Services Department, 3325 West Durango, Phoenix, Arizona as covered by purchase order only.

SPECIFICATIONS, MINIMUM:

I. GENERAL:

The intent of these specifications is to describe a Wheel Loader in sufficient detail to secure bids for comparable equipment. All bids for Wheel Loaders shall conform in strength and quality of material and workmanship to what product is usually provided the trade in general. Unit(s) will be used by the Maricopa County Flood Control District in their maintenance operation.

The scope of the contract encompasses three (3) parts:

1. The purchase of one (1) (or more) Loader as more clearly defined in these specifications.
2. Guaranteed maintenance for 5,000 hours or six (6) years, whichever event occurs first in time, as more fully described elsewhere in these specifications; and
3. Guaranteed Residual Value Agreement as more fully described elsewhere in these specifications.

II. TECHNICAL SPECIFICATIONS:

<u>ITEM DESCRIPTION</u>	<u>VENDOR PROPOSAL</u>
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1. ENGINE:

- A. **Type** - Diesel, 4 cycle, 6 cylinder, 170 flywheel HP (minimum) at approximately 2200 RPM.
- B. **Air Cleaner** - Manufacturer's maximum, for operating in extreme dust conditions.
- C. **Cooling** - Manufacturer's maximum, shall be capable of operating continuously at full capacity with ambient temperature 122+°F. Radiator shall have sufficient space for cleaning without removing the AC condenser.

2. ELECTRICAL:

- A. **Volts** - 24 volt.
- B. **Alternator** - 65 amp minimum.

II. TECHNICAL SPECIFICATIONS:

<u>ITEM DESCRIPTION</u>	<u>VENDOR PROPOSAL</u>
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2. ELECTRICAL: (continued)

- C. **Batteries** - Maintenance free type, manufacturer's maximum, with capacity to crank engine at 0 degree fahrenheit.
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3. MALFUNCTION MONITORING SYSTEM:

Manufacturer's maximum monitoring, prefer monitoring system includes the below listed functional equipment.

- A. Engine Coolant Temperature
 - B. Fuel Gauge
 - C. Transmission Oil Temperature
 - D. Air Cleaner Restriction
 - E. Alternator Voltage
 - F. Engine Oil Pressure
 - G. Hydraulic Oil Filter Restriction
 - H. Park Brake Indicator
 - I. Hourmeter/Tachometer
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4. TRANSMISSION:

Power shift, four speeds forward, (minimum) three reverse, approx. 22 mph, maximum speed forward. Protective belly pans or skid plates shall be installed to protect the transmission, transfer case, front and rear drive lines. Plates shall be removable for maintenance operations. Or approved system.

5. BRAKES:

Hydraulic wet disc, fully enclosed, maintenance free. Disc type parking brake, spring applied, hydraulically released. Or approved equal system.

6. STEERING:

Full Power, hydraulic-assist, articulating type,

II. TECHNICAL SPECIFICATIONS:

<u>ITEM DESCRIPTION</u>	<u>VENDOR PROPOSAL</u>
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6. STEERING: (continued)

approx. 35° turn each side, outside turning radius
 approx. 21' Adjustable steering column. Or approved system.

7. FINAL DRIVES:

Planetary design with limited-slip or locking differentials.

8. HYDRAULIC SYSTEM:

- A. **Type** - Open-centered, or approved equal system.
 - B. **Filtration** - 20 micron (absolute) maximum.
 - C. **Relief Pressure** - Approximate 3000 psi.
 - D. **Pump;**
 - 1) **Type** - Heavy duty
 - 2) **Capacity** - Approximate 63 gpm.
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9. TIRES:

- A. **Type** - 23.5-R25 GP-2B L2 steel radial tubeless, or approved equal size.
 - B. **Quantity** - Four (4)
 - C. **Manufacturer** - Goodyear only, no exceptions.
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10. CAB:

- A. **ROPS/FOPS** - Shall meet all federal safety standards.
- B. **Sound Suppressed** - Shall meet all OSHA/MSHA standards.
- C. **Pressurized**
- D. **Heater/Defroster** - Fresh air intake.

II. TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
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10. CAB: (continued)

- E. Air Conditioning - Manufacturer's maximum with R134A refrigerant.
 - F. Seat - Suspension type fully adjustable with Federally approved retractable seat belt.
 - G. Windows - Factory tint.
 - H. Windshield Wipers/Washer - Front and rear.
 - I. Locking Doors - Keyed alike.
 - J. Dome Light - Overhead type.
 - K. Rear View Mirror;
 - 1) Interior - Single
 - 2) Outside - Two large heavy duty type.
-

11. FENDERS:

Front and rear, operator's platform on both sides, ingress/egress ladder on left side.

12. LIGHTING:

- A. Driving/Working - Heavy duty halogen. Two each front and rear.
 - B. Stop/Tail - Two each rear.
 - C. Turn Signal/Emergency - Two each front and rear.
-

13. VANDAL PROTECTION:

Locking caps or covers on radiator, fuel and hydraulic tanks, battery boxes, engine and transmission fills. All locks keyed alike.

14. LOADER/BUCKET:

- A. Capacity – 4.0 yd. heaped.

II. TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
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14. LOADER/BUCKET: (continued)

- B. Type - General Purpose, with bolt on cutting edge and teeth. Designed for simultaneous use of teeth and cutting edge segments.
 - C. Breakout Force - 32,000 lbs. Minimum.
 - D. Dump Clearance - Approximate 111"
 - E. Reach - Approximate 43" at full lift and 45 degree dump angle.
 - F. Tipping Load SAE - Approximate 23,200 lb. at 35 degree full turn.
 - G. Controls - Two lever or approved equal.
 - 8. Self Leveling - Automatic, return to dig and return to travel or approved equal.
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15. SAFETY EQUIPMENT:

- A. Backup Alarm - Electronic waterproof type meeting all JUN80 criteria, installed per manufacturer's instructions.
- B. Horn - Electric, shall meet Federal standards for audibility. Prefer left foot operated horn button.
- C. Beacon Light - Whelen S360CAP or amber multi-flash strobe, mounted on top rear center of cab, on a stainless steel hinged plate so light may be lowered below cab height when necessary. Stainless steel to be used on both hinge and plate. Light shall operate anytime the engine is running. Five year manufacturer's warranty minimum.
- D. First Aid Kit - Arizona Glove And Safety #10DOTM (no exceptions) installed in the cab in a convenient location within easy reach of operator.
- E. Fire Extinguisher - 5 lb. all purpose type installed in the cab, in a convenient location within easy reach of operator.

II. TECHNICAL SPECIFICATIONS:

<u>ITEM DESCRIPTION</u>	<u>VENDOR PROPOSAL</u>
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15. SAFETY EQUIPMENT: (continued)

- F. **Non-Skid Surfaces** - All steps and standing areas.
 - G. **Slow Moving Placard** - Installed on rear in a highly visible location.
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16. QUICK CHANGE OIL SYSTEM:

- A. **Engine**
 - B. **Transmission**
 - C. **Hydraulic**
 - D. **Quick Couplers** - Caterpillar #1P7919, #959272, preferred, as County lube trucks are equipped to use this type of couplers.
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17. PAINT:

Manufacturer's standard.

III. SUPPORTIVE SPECIFICATIONS:

A. **WARRANTY:**

1. One (1) full year parts and labor including extended five (5) years or 5000 HOURS power train warranty. It is understood that if warranty repairs are necessary during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County. In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.
2. The cost of repairs, including parts and labor, made during this full warranty period shall not be included in the Guaranteed Maximum Cost of Repairs.
3. Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

III. SUPPORTIVE SPECIFICATIONS: (continued)

B. FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and trouble shooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

C. DELIVERY:

Delivery is required FOB destination. Bidder to state expected delivery after receipt of purchase order. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

D. MANUALS:

Three (3) each comprehensive operational, equipment overhaul (including all maintenance data, electrical diagrams and schematics), and parts manuals are required. The awarded vendor shall provide current factory parts price list and updates, as they become available.

E. BASIS OF AWARD:

1. Bids are requested on the summation of the cost of the loader, the cost of the 5000 hours or six (6) year Guaranteed Maintenance, and a Guaranteed Repurchase Agreement per machine purchase.
2. The County may accept Proposal #1.A., the low bid for the Loader and exclude both Guaranteed Repurchase; and Guaranteed Maintenance or

The County may accept Proposal #1.B., the low bid for the Loader including the 5000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Maintenance Program or;

The County may accept Proposal #1.C., the low bid for the Loader including the 5000 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Repurchase Agreement price.

The combination of any or all of above will be used to determine which is in the best interest of the County.

F. GUARANTEED MAINTENANCE:

1. The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 5,000 hours of operation as recorded by the engine hour meter, or six (6) years from the date of delivery, whichever occurs first.
2. In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs made (including parts and labor) shall not be included.

III. SUPPORTIVE SPECIFICATIONS: (continued)

F. GUARANTEED MAINTENANCE: (continued)

3. In determining the Guaranteed Maximum Cost of repairs, and in the enforcement of that provision of the agreement, the following rules shall apply:
 - a. In the event that the cost of repairs, including parts and labor, as computed by the County is less than \$1000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
 - b. In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. The present rate is \$61.00 per hour, and increases are not to exceed 10% per year. Parts shall be charged at actual cost and shall be purchased from the authorized dealer or the original equipment manufacturer, if possible.
 - c. If the cost of repairs, including parts and labor, is in excess of \$1000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
 - d. Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to the bidder, and the service department chosen must be acceptable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.
 - e. Should delivery of repair parts not be made within three (3) normal working days to the County, a daily charge of \$700.00 shall be added to the cumulative cost of repairs or each working day over three (3) that the part is not delivered. On the bidder's presentation to the County in writing of verifiable information that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
 - f. The successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.

III. SUPPORTIVE SPECIFICATIONS: (continued)

F. GUARANTEED MAINTENANCE: (continued)

3. (continued)
 - g. The successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.
 - h. The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the manufacturer's published list prices.
4. The successful bidder will be fully responsible for the total cost of repairs to the Loader in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor, as follows:
 - a. Engine: Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.
 - b. Transmission: Complete power shift transmission and torque converter and all internal parts, including linkage and external lines, but excluding oil and filters.
 - c. Final drive: Complete planetary drive, excluding oil.
 - d. Steering: All hydraulic components, linkage and pins, excluding hydraulic hoses, oil and filters.
 - e. Brakes: Complete braking system, components, tank(s) and lines.
 - f. Suspension: Complete suspension system.
 - g. Hydraulic System: All hydraulic pumps, valves, controls and steel lines to all attachments and drives, excluding hydraulic hoses, oil and filters.
 - h. Loader: Loader tower, lift arms, cross tube, all lift cylinders and linkages, and bearings.
 - i. Multi-purpose bucket: Complete bucket and attachments, including hydraulic cylinders, excluding cutting edges, end bits and teeth.
 - j. Tires and Wheels: Excluded.
 - k. Cab: Complete cab assembly, excluding glass and hardware.

III. SUPPORTIVE SPECIFICATIONS: (continued)

F. GUARANTEED MAINTENANCE: (continued)

4. (continued)
 - l. Instruments and Gauges: All instruments, gauges, wiring and safety devices.
 - m. Air Conditioning: Complete air conditioning system, excluding refrigerant.
 - n. Main Frame: Complete main frame assemblies.

G. GUARANTEED RESIDUAL VALUE:

1. The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 5,000 hours or six (6) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:
 - a. A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call.
 - b. A minimum bid to be made by the bidder at public auction in the event the County elects to auction the machine.
 - c. The bid or public auction shall be held within ninety (90) days after the expiration of the contract term of 5,000 hours or six (6) years, whichever occurs first.
 - d. The County reserves the right to retain the subject Loader and to waive the guaranteed residual value provisions.
2. In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.

H. OBLIGATION OF THE COUNTY:

1. The equipment purchased will be operated by County personnel in County maintenance operations and other purposes for which the equipment is designed.
2. The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.

III. SUPPORTIVE SPECIFICATIONS: (continued)

H. OBLIGATION OF THE COUNTY: (continued)

3. The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.
4. The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

I. ACCEPTANCE OF EQUIPMENT:

Final acceptance will be effected immediately upon demonstration by the bidder to the County's satisfaction that the equipment purchased fully complies with specification and is capable of performing the functions for which it is designed. The County reserves the right to require actual field demonstration of the equipment purchased of up to 120 operating hours before final acceptance.

1. Performance Bond:

The successful bidder will be required to furnish a performance bond covering delivery, warranty, guaranteed repair cost, and guaranteed residual value as follows:

A bond in the amount of Thirty-Five Thousand Dollars. This bond is to be conditioned on the bidder complying with the requirements of delivery and warranty, guaranteed repair cost, and/or guaranteed residual value agreement.

Performance bond is to be furnished within ten (10) days of the notification of bid award. The date of the U.S. Postmark will be accepted as date of delivery of the performance bond. Bidder failing to supply required performance bond will forfeit the bid award and bid bond. A cashier's, certified check, certificate of deposit or irrevocable letter of credit may be accepted in lieu of bond.

J. CURRENT PRODUCTION MODELS:

Maricopa County will accept bids only on new, current production models.

K. RIGHT OF REJECTION:

The Materials Management Department Director reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment, guaranteed maintenance, and guaranteed residual value are proposed.

III. SUPPORTIVE SPECIFICATIONS: (continued)

L. LITERATURE:

Technical and descriptive literature shall accompany bid proposals.

M. VENDOR'S PROPOSAL:

Bidders are to complete the Vendor's Proposal Column of the Technical Specifications and return **TWO COPIES** with their pricing. Failure to provide this information may result in their proposal being rejected.

N. COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials which meet the specifications or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

O. OPTIONS/PRICING:

All options listed in this bid call will be at the discretion of Maricopa County. Maricopa County may either accept or reject such options. Vendors shall submit pricing on all options listed on the pricing page.

P. EVALUATION CRITERIA:

The evaluation of proposal will be based on but not limited to the following:

1. Conformance to specifications.
2. Price.
3. Delivery.
4. Warranty.
5. Time value of money analysis by the following methods:
 - a. Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.
 - b. Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

Q. AWARD CRITERIA:

Award will be made to lowest responsive responsible bidder meeting specifications, **using base bid and required options (if any)**

III. SUPPORTIVE SPECIFICATIONS: (continued)

R. PRICE REDUCTIONS:

By submitting a bid or proposal to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers. If at any time during the contract period your company offers a lower price to another customer, notification shall immediately be made to the Maricopa County Department of Materials Management reducing your contract price. Should notification not be made of price reductions, upon discovery, Maricopa County shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect.
2. Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
3. Take the necessary steps to collect any performance surety provided on the applicable contract.

S. TERMINATION:

Either party may terminate this contract at any time, with 30 days notice in writing to the party. Such notice shall be given by personal delivery or by Registered or Certified mail.

T. PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

U. PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

V. BRAND NAMES:

Specific brand names or types may have been used to describe functions or features. Wherever these names occur the phrase "or equal" applies.

W. EQUIPMENT MODEL YEAR:

The County shall only accept bids on current model year equipment.

III. SUPPORTIVE SPECIFICATIONS: (continued)

X. ORDER CUTOFF DATE INFORMATION:

Vendors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment specified in this call for bids, at the time of bid submission. Notification of any subsequent cutoff dates (learned after bid submission) shall also be the responsibility of the vendor. The vendor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer of record for the specific call for bids, in writing, of this new information.

Y. MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

Z. OUTRIGHT SALE:

The equipment offered for trade-in on “new equipment” is also offered for outright sale. Participants need not offer bids on the “new equipment” specified in this call for bids to offer a bid on the used equipment offered. All bids shall be “sealed bids” and be received at the location, day and time specified in this call for bids. The equipment offered for outright sale is offered in “as-is” condition and no warranty expressed or implied is offered by the County. The equipment will continue to be used by the County until “new equipment” specified in this call for bids is in place (60-120 days) and may be inspected by contacting either of these Equipment Services Agency, individuals: Bill Michael at (602) 506-4775 or Jim Hutchinson at (602) 506-4677.

The County reserves the right to accept or reject bids on this equipment at its option in the best interests of the County. The County at its option may accept any offer which offers the County the greatest consideration.

The successful bidder will be notified in writing and shall make payment via certified check payable to the Maricopa County Treasurer within five (5) days of notifications of the in-service date of the “new equipment”, in the amount bid plus appropriate (0.0575% at this time) sales taxes. The successful bidder shall remove the equipment from County facilities within 10 days of notification of acceptance (payment) by the County.

AA. CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Article MC1-905, to secure an administrative determination on this point.

BB. TRAINING:

The vendor shall provide mechanic training for three (3) mechanics at no additional cost to Maricopa County for all components of the machine.

III. SUPPORTIVE SPECIFICATIONS: (continued)

CC. INQUIRIES:

Questions concerning this bid should be directed to:

Stan Fisher
Senior Procurement Specialist
Telephone: (602) 506-3274

SF/ts

cc: Equipment Services

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(BIDDERS ARE REQUESTED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS)

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DRIVE, MESA AZ 85210

IV. PRICING:

Commodity #: C380504

One (1) (or more) **LOADER, WHEEL, 4x4, 170 H.P., 4.0 CUBIC YARD AND TRADE-IN OR OUTRIGHT SALE OF CASE 721 LOADER** in accordance with attached specifications:

Manufacturer/Model: Caterpillar 950G

Warranty (define): Five (5) Years Or 7500 hours Powertrain including 12 months

100% per attached letter

Delivery (days ARO): 120 days or less

F.O.B. Destination: X Yes No

Cutoff dates for ordering any of the above, if any. REQUIRED: 1998 orders = 11/30/98; 1999 orders = 11/30/99

Vendor to indicate whether other governmental agencies may purchase equipment against this bid X Yes No

OPTIONS: *Will be part of bid award process.*

1. PROPOSAL:	UNIT PRICE FOR ONE
A. PRICE OF ONE (1) NEW LOADER:	\$ <u>153,171.00</u>
B. PRICE OF ONE (1) NEW LOADER:	\$ <u>153,171.00</u>
1) Added Guaranteed Maximum Repair Cost:	\$ <u>4,500.00</u>
2) Total for bid comparison purpose:	\$ <u>157,671.00</u>
C. PRICE OF ONE (1) NEW LOADER:	\$ <u>153,171.00</u>
1) Added Guaranteed Maximum Repair Cost:	\$ <u>4,500.00</u>
2) Deduct Guaranteed Minimum Residual Value Price:	\$ <u>94,000.00</u>
3) Total For Bid Comparison Purpose:	\$ <u>63,671.00</u>
<u>NOTE:</u> Vendor to state manufacturer's published list price of Loader as detailed in these specifications:	\$ <u>226,724.00</u>
1. Payload Measuring System	\$ <u>6,380.00</u>
2. Ride Control System	\$ <u>2,596.00</u>
3. Trade-In (s): Maricopa County reserves the right to trade or not, whichever serves the best interests of Maricopa County. For viewing of unit(s), contact Jim Hutchinson at 506-4677 or Bill Michael at 506-4775.	
A. County # 430, Case Model 721, Serial # JAK0022914, year 1992, with 3.8 yd. bucket. Estimated hours at end of life cycle (1-7-99) is 3500.	\$ <u>45,000.00</u>

4. Outright Purchase:

- A. County #430, Case Model 721, Serial #JAK0022914, Year 1992, with 3.8 yd. Bucket. Estimated hours at end of life cycle (1-7-99) is 3500.

\$ NO BID

EMPIRE MACHINERY, 1725 S. COUNTRY CLUB DRIVE, MESA AZ 85210

IV. PRICING: (Continued)

OPTIONS:

Machines ordered for 1999 delivery Add \$ 7,545.00

The following options apply to 1998 and 1999 deliveries:

- | | | |
|----|---|-------------------------|
| A. | Delete front limited slip differential: | \$ <u>(1,241.00)</u> |
| B. | Delete rear limited slip differential: | \$ <u>(1,241.00)</u> |
| C. | Delete air conditioning: | \$ <u>(2,839.00)</u> |
| D. | Delete ROPS cab: | \$ <u>(3,532.00)</u> |
| E. | Add axle oil cooler: | Add \$ <u>3,607.00</u> |
| F. | Add fender extensions: | Add \$ <u>966.00</u> |
| G. | Add 3 rd valve hydraulics: | Add \$ <u>3,529.00</u> |
| H. | Add integrated tool carrier: | Add \$ <u>17,132.00</u> |
| I. | 6 year 6000 hour repurchase guarantee changes to: | \$ <u>80,000.00</u> |
| J. | 6 year 6000 hour repair guarantee changes to: | \$ <u>5,400.00</u> |

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	86-0894-087
TELEPHONE NUMBER:	(602) 898-4517
FAX NUMBER:	(602) 898-4626
CONTACT PERSON:	STEVEN RECTOR
VENDOR NUMBER:	860894087
CONTRACT PERIOD:	TO COVER PERIOD THRU CURRENT MODEL YEAR